

Solutia Inc.

10300 Olive Boulevard

P.O. Box 66760

St. Louis, Missouri 63166-6760

Tel 314-674-1000

May 18, 1999

Via Federal Express

Mr. Michael McAteer
U.S. EPA - Region 5
77 West Jackson Blvd. (SR-6J)
Chicago, IL 60604-3590

Dear Mike:

Since the submission of our May 5, 1999 interim status report, Solutia has made significant progress in obtaining access to properties that will be involved in the field work for the EE/CA and RI/FS. Solutia has now obtained a total of ten (10) signed access agreements, and has reached agreements with six (6) other landowners. Solutia anticipates receiving signed access agreements from these landowners by the end of this week, or by early next week. In addition, Solutia is actively negotiating with eight (8) additional landowners, and is optimistic that these negotiations will ultimately produce signed agreements in the next few weeks. Finally, Solutia is continuing to investigate the ownership of three parcels for which EPA ownership information was incorrect or unavailable.

Although Solutia has been successful in the majority of its efforts to obtain signed agreements, Solutia is now turning the following four properties over to EPA for its assistance: (1) Alton & Southern Railroad; (2) Mobil Oil Corporation; (3) Rogers Cartage; and (4) Anheuser-Busch. Despite its continued efforts, Solutia has been unable to reach agreements with these landowners. Alton & Southern Railroad, Mobil, and Rogers Cartage are refusing to sign any agreement until they receive additional information that Solutia is unable to provide at this time. Anheuser-Busch has submitted revised access agreements, but is requesting additional indemnities that Solutia cannot provide.

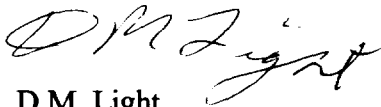
Solutia's efforts to obtain signed access agreements are described in the enclosed attachments. Attachment 1 contains tables detailing the current status/progress of negotiations regarding all the properties for which Solutia has requested access.

Attachment 2 contains supporting documentation evidencing Solutia's best efforts to obtain access to the four (4) properties listed above for which we are requesting EPA assistance.

In light of the significant progress that we have made, and given the fact that we are close to obtaining signed access agreements from fourteen (14) additional landowners, Solutia requests that U.S. EPA extend the "Obtain Access Agreements" schedule to July 1, 1999, with an interim report due on June 15, 1999.

If you would like to see any additional supporting documentation, we would be happy to meet with you upon request. We look forward to hearing from you soon.

Sincerely,

A handwritten signature in cursive script, appearing to read "D.M. Light".

D.M. Light
Manager, Remedial Projects
Solutia Inc.

CC: Thomas Martin, Esq. (w/enc.)
Joseph G. Nassif, Esq. (w/enc.)

**PROPERTIES FOR WHICH SOLUTIA INC. HAS OBTAINED
SIGNED ACCESS AGREEMENTS**

| PROPERTY OWNER | EPA REFERENCE NUMBER(S) | STATUS |
|---|--|--------------------------------|
| Richard Stillman | CSB5 | Signed agreement dated 3/4/99 |
| Amrut & Sita Patel | CSC7 | Signed agreement dated 3/15/99 |
| Doris Tolbird | H1 | Signed agreement dated 3/15/99 |
| James Hankins | G4 | Signed agreement dated 4/1/99 |
| Virgil Hallberg | CSE2 | Signed agreement dated 4/22/99 |
| Thomas Owen | M1, M2, M4, M5, M8, M9, M10, M11, M14 | Signed agreement dated 4/23/99 |
| Edker Lane | M3 | Signed agreement dated 4/26/99 |
| Sterling Steel Foundry, Inc. Industrial Gas Products (lessee) | Site J | Signed agreement dated 5/3/99 |
| Moto, Inc. | G6, CSB1, CSB2 | Signed agreement dated 5/4/99 |
| A. P. Lauman, III | CSB6 | Signed agreement dated 4/25/99 |

PROPERTIES WHERE EPA ASSISTANCE IS REQUESTED

| PROPERTY OWNER | EPA REFERENCE NUMBER(S) | STATUS |
|---------------------------|---|--|
| Alton & Southern Railroad | CSA 2, I3 | * Telephone conversations, messages concerning scope of sampling and logistics 4/21, 4/22, 4/23, 4/28, 5/5, 5/10 * Fax sent w/maps 4/21 |
| Rogers Cartage | Adjacent to Site H | * Telephone conversations, messages 4/23, 4/27, 5/3, 5/5 * Correspondence (letter or fax) 4/23, 4/27, 5/10 |
| Mobil Oil Corp. | N2 | * Telephone conversations, messages 4/28 * Correspondence (letter or fax) 4/28, 5/4, 5/12, 5/17 |
| Anheuser-Busch | CSF12, CSF15, CSF16, CSF17, CSF18, CSF19, CSF23, CSF24, CSF25 | * Correspondence and revised access agreements exchanged 3/11, 3/25, 4/14, 5/12 |

PROPERTIES WHERE AGREEMENTS HAVE BEEN REACHED

| PROPERTY OWNER | EPA REFERENCE NUMBER(S) | STATUS |
|---|-------------------------------|--|
| L. Keeley Paving & Construction, Inc. L. Keeley Land Trust | L2, L5(<i>see note</i>), L3 | * Telephone conversations on 4/26, 4/28, 5/14, 5/17 * Revised agreements exchanged 4/23, 5/10, 5/14, 5/17 * Agreed to sign 5/17 |
| Union Electric | CSF 11, CSF 14, CSF 20 | * Telephone calls or messages 5/5, 5/10, 5/17 * Lunch conversation 5/16 providing maps & additional information * UE faxes revised agreement 5/10/99 * TC approves revised agreement & agrees to sign 5/17 * TC requests information as to UE's ownership of CSF22 |
| Harold Weise | G2, G3 | * Revised agreements exchanged 3/17, 3/29 * Telephone conversation 5/18 stating that signed agreement will be sent |
| Cerro | CSA 1, I1, I2, G1 | * Revised agreements 3/11, 3/12, 3/26 * Telephone conversation week of 5/10; agreed to sign if provider with O'Brien & Gere's CGL policy (requested by Solutia 5/17) |
| Paul Sauget | CSF 36 | * Correspondence 3/31, 4/15, 4/16 re additional information and sampling to be done * Telephone conversation week of 5/10, 5/18 * Revised agreement received 5/18 |

Note: EPA records are incorrect as to the ownership of this parcel. L. Keeley Paving & Construction Co. is the owner, not Big River Zinc.

**PROPERTIES IN NEGOTIATION WHERE
SIGNED AGREEMENT IS LIKELY**

| PROPERTY OWNER | EPA REFERENCE NUMBER(S) | STATUS |
|---|--|---|
| Metro East Sanitary District | CSF 8, CSF 26, CSF 27, CSF 28, CSF 31, CSF 32, CSF 33, CSF 34, CSF 35, CSF41 | <ul style="list-style-type: none"> * Letter 4/19 stating issue would be presented at MESD meeting 5/4/99 * TC left message 5/5/99 inquiring about MESD ownership of CSF 30 * Telephone conversation 5/12/99 re CSF 29 & 30 & progress of agreement * TC fax 5/12/99 sending map & revised agreement |
| Village of Cahokia | CSF 1-4, CSF 6-7 | <ul style="list-style-type: none"> * Mike Light in negotiation with Mayor of Cahokia to arrange access |
| Pitzman School (Cahokia School District) | CSC21 | <ul style="list-style-type: none"> * Letter 3/31/99 requesting additional information and reissued access agreement * Letter stating, "I do not believe the school district would have any problem agreeing to the access agreement." * TC follow-up telephone call re status 5/17/99 |
| David Thomas | Part of N1 | <ul style="list-style-type: none"> * Agreed to sign 3/99 * Follow-up agreement & letter sent 4/19/99 |
| Ruan Transport Corp. | L4, L6 | <ul style="list-style-type: none"> * Telephone call & revised agreement received by fax 5/3/99 * TC faxes revised agreement 5/17/99 |
| Parks College (St. Louis University) | CSE 20, CSE 38, CSE 39 | <ul style="list-style-type: none"> * Revised agreement received 5/3/99 * TC faxes revised agreement 5/17/99 |
| Metro Equipment Construction, Inc. (Tony Lechner) | L1 | <ul style="list-style-type: none"> * Telephone conversation 4/27/99, agreed to sign * Follow-up letter & revised agreement sent 5/5/99 |
| Barry Black | N1 | <ul style="list-style-type: none"> * Telephone conversation 4/17/99, agreed to sign * Follow-up letter w/additional information & maps sent 5/4/99 |

PROPERTIES WHERE OWNERSHIP IS UNCLEAR

| PROPERTY OWNER | EPA REFERENCE NUMBER(S) | STATUS |
|------------------------------|------------------------------------|---|
| J. Gish, Jr. & Lucia Johnson | CSF 29 | <ul style="list-style-type: none">* Letter returned 5/7/99 "We do not own this parcel of land."* Fax to Metro East Sanitary District 5/12 inquiring into ownership |
| Donald Frailey | CSF 30 | <ul style="list-style-type: none">* Received e-mailed letter dated 5/3/99 stating that Metro East Sanitary District (MESD) owned the property* TC call and fax to MESD inquiring into ownership 5/12 |
| CSF 22 | CSF 22 | <ul style="list-style-type: none">* Title search 4/21 notes parcel number does not exist* Telephone inquiry to UE 5/17/99 re UE ownership of parcel* New title search to be conducted for 06-03-111-002 |

**Alton & Southern Railroad
Correspondence**

Altom + Southtown RR

Alvin

Wednesday 4/21/99
@ 11:15 am Left message
Questions

Joe Hesse
Altom + Southtown RR
618-482-3200
phone

618-482-3240 fax
Alvin Hesse

He wants to know where the parcel is. d
am going to fax him a map delineating
the property

One Mercantile Center
St. Louis, Missouri 63101-1693
314-552-6000
FAX 314-552-7000
www.thompsoncoburn.com***Facsimile***

FOR IMMEDIATE DELIVERY

| To | Firm Name | Phone | Fax |
|-----------|---------------------------|--------------|--------------|
| Jim Hesse | Alton & Southern Railroad | 618-482-3206 | 618-482-3240 |
| | | | |
| | | | |
| | | | |
| | | | |

From: COLLEEN MICHUDA

Date: 04/21/1999

Message: JIM: ATTACHED ARE THE MAPS YOU REQUESTED DEPICTING THE PROPERTY FOR WHICH SOLUTIA IS REQUESTING ACCESS. SPECIFICALLY, WE ARE REQUESTING ACCESS TO ALTON & SOUTHERN RR PROPERTY BETWEEN FALLING SPRINGS RD. AND MISSISSIPPI AVE./RTE. 3. THIS PARCEL BEGINS AT THE NORTH END OF SITE I (AND THE OLD DEAD CREEK), AND EXTENDS WEST TO MISSISSIPPI AVE./RTE. 3. I REALIZE THESE MAPS MAY NOT BE ENTIRELY CLEAR, SO PLEASE CALL WITH QUESTIONS. THANK YOU FOR YOUR PROMPT ATTENTION TO THIS MATTER. SINCERELY, COLLEEN MICHUDA

Atty/Client/Matter No.: 2088/37669/02613

Total Number of Pages, including this page: 3

If you do not receive all of the pages, please call (314)552-6563 as soon as possible.

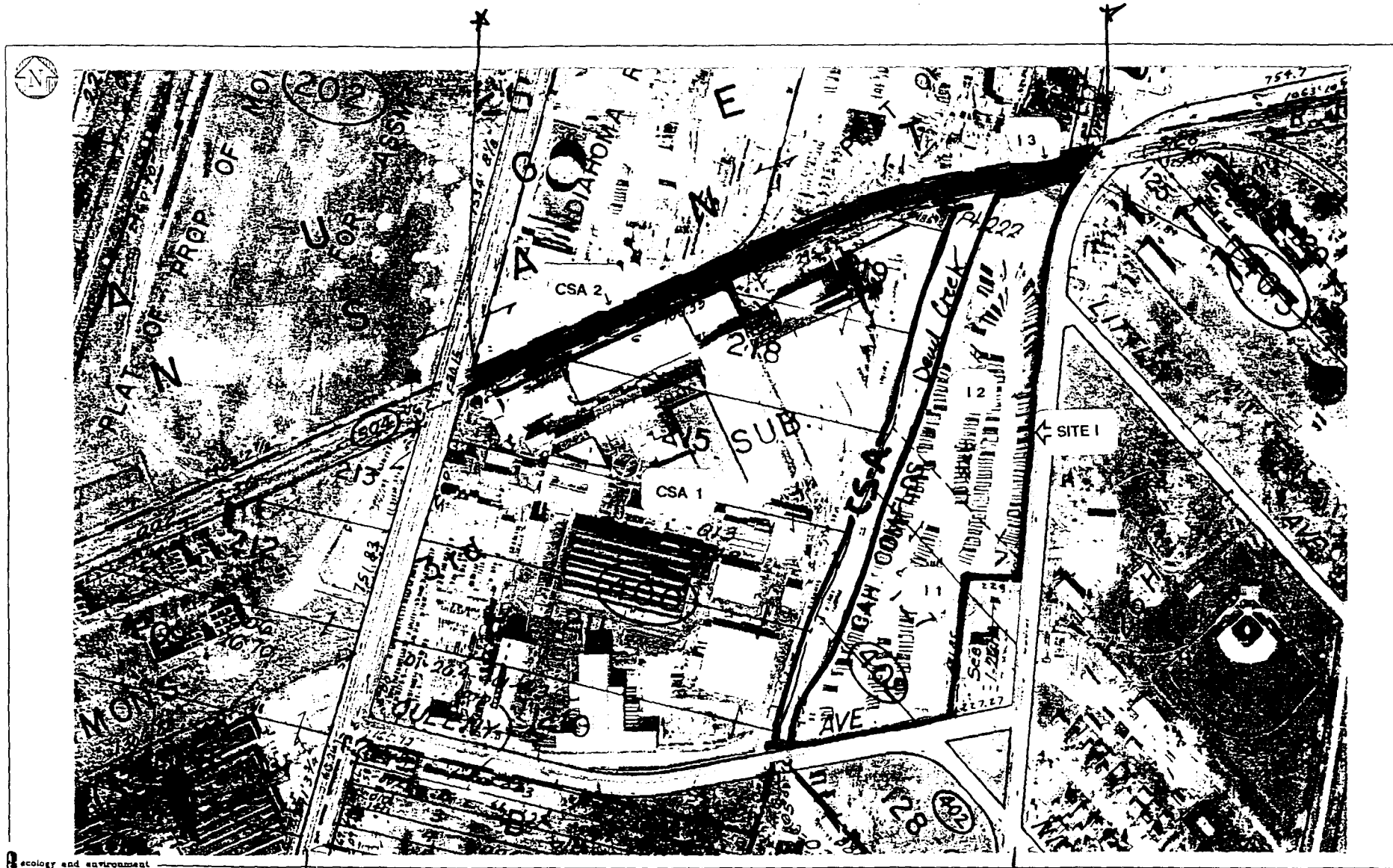
Thank you,

Fax Department - Operator: _____

Time of Transmittal: _____ A.M./P.M.

Confidentiality Note

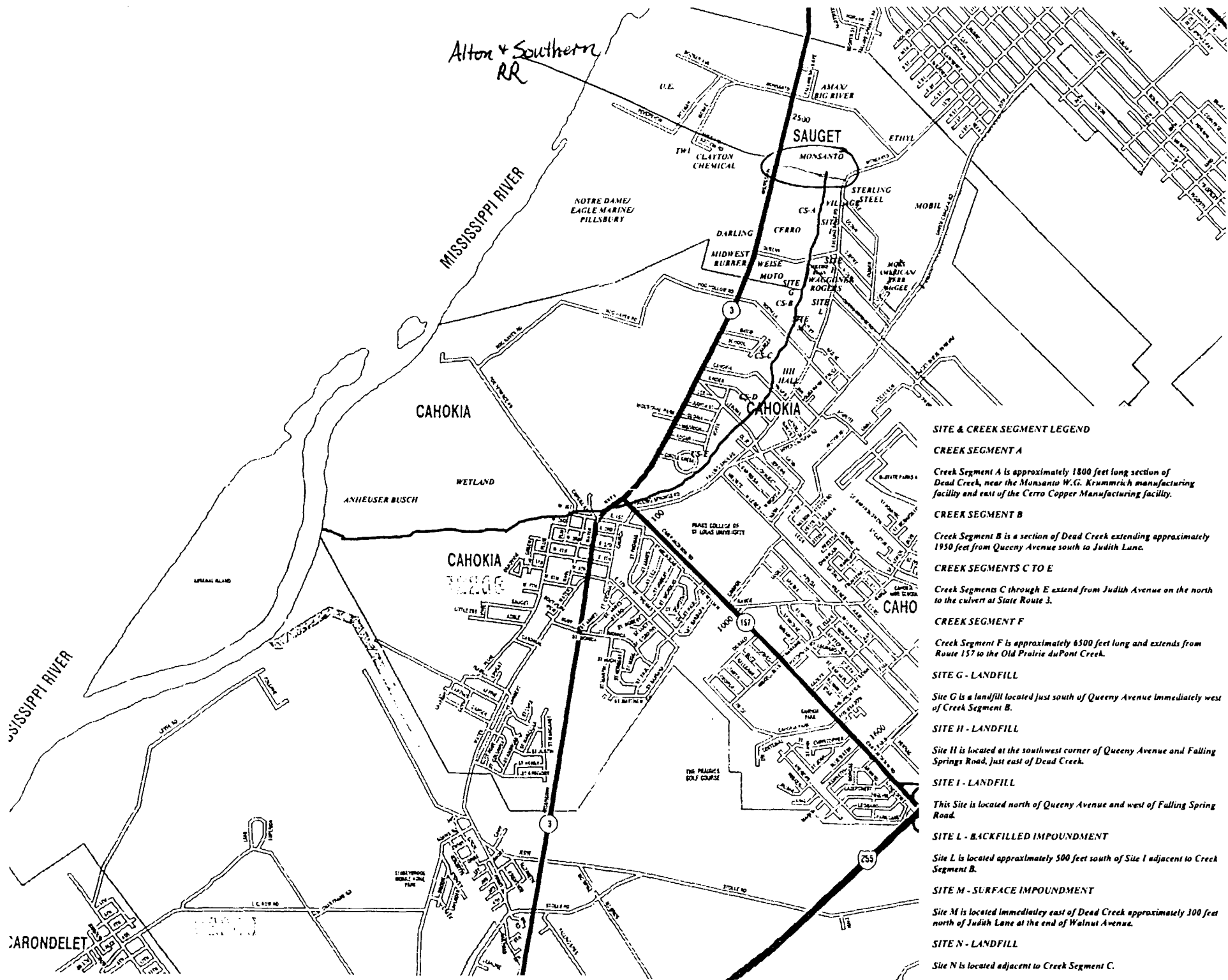
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Mississippi Ave/Rte. 3

DETAIL SHEET DC-1
(Creek Segment A and Site I)

Falling Springs Rd.



SITE & CREEK SEGMENT LEGEND

CREEK SEGMENT A

Creek Segment A is approximately 1800 feet long section of Dead Creek, near the Monsanto W.G. Krummrich manufacturing facility and east of the Cerro Copper Manufacturing facility.

CREEK SEGMENT B

Creek Segment B is a section of Dead Creek extending approximately 1950 feet from Quency Avenue south to Judith Lane.

CREEK SEGMENTS C TO E

Creek Segments C through E extend from Judith Avenue on the north to the culvert at State Route 3.

CREEK SEGMENT F

Creek Segment F is approximately 6300 feet long and extends from Route 157 to the Old Prairie du Pont Creek.

SITE G - LANDFILL

Site G is a landfill located just south of Quency Avenue immediately west of Creek Segment B.

SITE H - LANDFILL

Site H is located at the southwest corner of Quency Avenue and Falling Springs Road, just east of Dead Creek.

SITE I - LANDFILL

This Site is located north of Quency Avenue and west of Falling Spring Road.

SITE L - BACKFILLED IMPOUNDMENT

Site L is located approximately 500 feet south of Site I adjacent to Creek Segment B.

SITE M - SURFACE IMPOUNDMENT

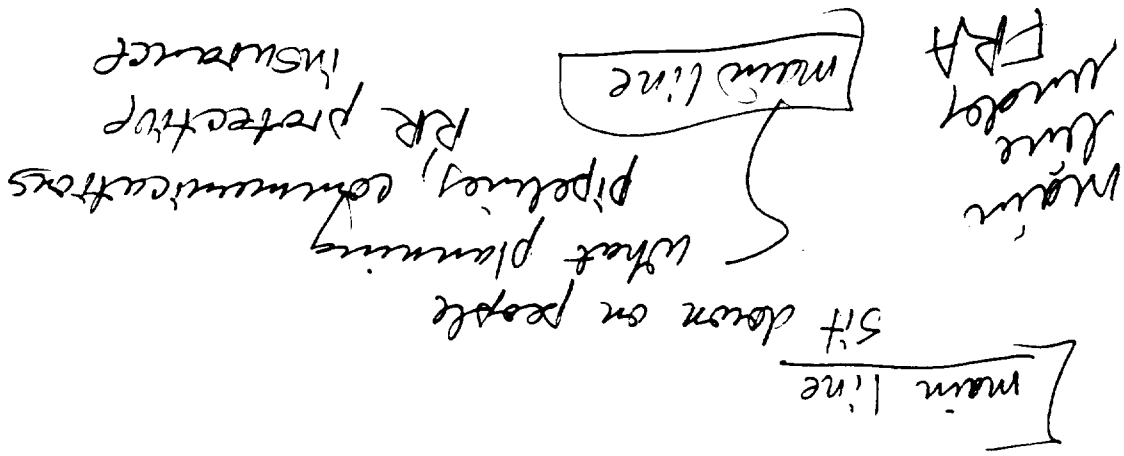
Site M is located immediately east of Dead Creek approximately 100 feet north of Judith Lane at the end of Walnut Avenue.

SITE N - LANDFILL

Site N is located adjacent to Creek Segment C.

4/22/99

Jim Nease →
Citizen + Durham RR
Call 615-482-3206



meet w/ our people
when to get on
specifically identify
location
which people should
date to meet + talk @ it →
access to it is not
going to be easy
narrow right of way
where they want to do the drilling might be under the
existing pipelines

1st of the week
coordinate
where they want to do the drilling might be under the
existing pipelines
logistics → where to go in + make

summary:
logistically, there may be a lot of problems
accessing this area

THOMPSON COBURN

Thompson Coburn LLP

Memorandum

To: Alton & Southern RR (Sauget Area 1) File

From: Colleen Michuda

Date: April 23, 1999

Re: Access Agreement

I talked with Jim Hesse today (4/23/99, 2:00 pm) re the access agreement sent to Alton & Southern Railroad. I had faxed him (4/21/99) a couple maps depicting the rail line for which we are requesting access. He called today to acknowledge his receipt of the fax, and to request a meeting with some of his Alton & Southern RR people, and some of our Solutia people. He expressed concern that access would be difficult logistically. They will want to know when and where we plan to conduct our sampling, and will want to discuss railroad protective insurance. He is concerned about pipelines that might be under the rail lines (natural gas, etc.). He stated that this is the main line under the FRA (?).

He asked that I talk with Solutia and see who would be willing to meet with his railroad people, because we will have to work closely with them. I am supposed to call him early next week (week beginning 4/26/99) regarding this meeting.

Michuda, Colleen E.

From: Michuda, Colleen E.
Sent: Friday, April 23, 1999 2:30 PM
To: ZZSolutia - Light, Michael
Subject: Alton & Southern RR property

Attorney-Client Privilege

Mike: I just spoke with Jim Hesse from Alton & Southern RR. He would like to schedule a meeting with some of his railroad people, and some Solutia representatives to discuss exactly what Solutia needs to do on the property, as well as how the required sampling will be done. He is concerned that sampling this railroad line will be difficult since it is the main line to the Mississippi. He expects that a lot of planning on the part of both parties will be necessary in order to complete the required sampling. I am supposed to call him back early next week regarding this meeting. Any thoughts? If you want to talk with me about this, please call -- 552-6563. Thanks. -- Colleen

Michuda, Colleen E.

From: DMLIGH@solutia.com
Sent: Friday, April 23, 1999 4:20 PM
To: CMICHUDA@ThompsonCoburn.com
Cc: BSYARE@solutia.com
Subject: Re: Alton & Southern RR property

Colleen,

The only thing that is currently planned for the A&S RR is 3 clusters of Piezometers(3 wells each) for elevation measurement only. The precise locations are negotiable and we will work with them on that. I really don't think a meeting is necessary. If this information dose not satisfy them, we would suggest a phone conversation to discuss.

Mike Light

Reply Separator

Subject: Alton & Southern RR property
Author: CMICHUDA@ThompsonCoburn.com at internet-solutia
Date: 4/23/99 3:20 PM

Attorney-Client Privilege

Mike: I just spoke with Jim Hesse from Alton & Southern RR. He would like to schedule a meeting with some of his railroad people, and some Solutia representatives to discuss exactly what Solutia needs to do on the property, as well as how the required sampling will be done. He is concerned that sampling this railroad line will be difficult since it is the main line to the Mississippi. He expects that a lot of planning on the part of both parties will be necessary in order to complete the required sampling. I am supposed to call him back early next week regarding this meeting. Any thoughts? If you want to talk with me about this, please call -- 552-6563.
Thanks. -- Colleen

*- called Jim 4/27/99 & left a message
to call me*

Ann. News 4/28/99 Altman + Don Miller RE
618-482-3206 - left message + X message

[Deagan Name] + RE people going down today → 4/28/99
hydrogen gas lines

can't do right away, no siding
people are down there today

report that this afternoon to him

no funds down the side → can only be accessed by
right rail cars to even access the property
don't know what

I am to get in touch w/ them next week either
make flight in back in town

Alton + Southern RR

8:41 - 8:48⁴⁹

5/5/99

Call from J. Hesse

Line out of service

high rail lines

narrow strip
breaks free
on other side

They hired Design 9 to go in & investigate

They have

right a ways

Plant manager

Set up w/ engineering people

Chief Engineer & Design 9

take some

Jim Hesse

put them in touch w/

can't disrupt

Michuda, Colleen E.

From: Michuda, Colleen E.
Sent: Wednesday, May 05, 1999 10:41 AM
To: ZZSolutia - Light, Michael
Subject: Alton & Southern

Mike: Jim Hesse from Alton & Southern RR called again today (5/5/99), and would really like to speak with someone about the testing to be done on their property (this is the RR line where we plan to set up three piezometer clusters). As I mentioned to you before, I have been talking with him and he is still concerned about the logistics of this testing. Last week he had engineers from Design 9 investigate the property, and he has a lot of concerns. According to him, access is only possible with high rail cars, and the railroad would have to be shut down. His phone number is 618-482-3206. He is nice, and he sounds like they are willing to work with us, but according to him, a lot of coordinating will be required. Call me if you have questions – 552-6563. Thanks. – Colleen

Michuda, Colleen E.

From: DMLIGH@solutia.com
Sent: Monday, May 10, 1999 3:12 PM
To: CMICHUDA@ThompsonCoburn.com
Cc: ltape@thompsoncoburn.com; BSYARE@solutia.com
Subject: Re: Alton & Southern

Colleen,

I suggest that we discontinue our efforts to secure an access agreement with A&S. I had a discussion today with Mr. Hesse (more accurately, he told me how business would be conducted) and he has a long list of activities that would need to take place before we could get onto the property and before they would agree to any kind of access agreement:

Talk to Mr. Calder, VP & General Manager
Talk to Jim McMinn, the engineer in charge
Get "JULIE" approval - whatever that is.
Railroad insurance

I explained to him that all necessary procedures would be followed, but we just needed a signed access agreement at this time. He had no tolerance at all. for that.

So put them on the EPA list.

Mike Light

Reply Separator

Subject: Alton & Southern
Author: CMICHUDA@ThompsonCoburn.com at internet-solutia
Date: 5/5/99 11:32 AM

Mike: Jim Hesse from Alton & Southern RR called again today (5/5/99), and would really like to speak with someone about the testing to be done on their property (this is the RR line where we plan to set up three piezometer clusters). As I mentioned to you before, I have been talking with him and he is still concerned about the logistics of this testing. Last week he had engineers from Design 9 investigate the property, and he has a lot of concerns. According to him, access is only possible with high rail cars, and the railroad would have to be shut down. His phone number is 618-482-3206. He is nice, and he sounds like they are willing to work with us, but according to him, a lot of coordinating will be required. Call me if you have questions -- 552-6563. Thanks. -- Colleen

Mobil Oil Correspondence

THOMPSON COBURN

Thompson Coburn LLP

Memorandum

To: Mobil Oil File

From: Colleen Michuda

Date: April 28, 1999

Re: Voice Mail Received 4/28/99 from Jocelyn Adkins
Solutia Access Agreement & Letters

Hello, this is Jocelyn Adkins calling from Mobil's office of legal counsel. Craig Zimmerman, our outside counsel, recently received a letter from you regarding an Access Agreement for Solutia, Inc. I am just trying to find out, you refer to a certain parcel number. I'm just trying to get a description of what that parcel is, first of all, and second, to find out whether or not you have spoken with anyone from Mobil about an access agreement because the letter, I believe we have seven days to give an answer and no one I have spoken to at Mobil had - was aware that this was something that was being discussed, if it was in fact being discussed. So, if you could just give me a call and give me a little more information about the parcel itself and whether or not you have spoken with anyone else at Mobil, I would appreciate it. My number is 703-846-6912. Thanks very much.

4/28/99

Mobil

Mobil

Jocelyn
Justin (?) Adkins → Craig Zimmerman

\$[703-846-6912]

Craig Zimmerman → access agreement

2) Find out if I've certain parcel #; description of parcel to
spoken no one was aware → more info to parcel
w/anyone 7 days → no one was aware

Justin Jocelyn
new to Mobil →

She just wanted more information
I told her that the parcel is 3 ft wide +
runs from Lower Chokio to Dead Creek
- not sure what is on the property

I mentioned that John Pelri is the listed
owner of the property, but we tried in the past
to contact him + had no luck → the mailing
address is for Mobil.

- I am not sending a map now, but I told
her to call me back if they need one

- He called back to ask for the maps

Fax received from C. Zimmerman requesting additional
information

Faxed maps to Jocelyn 4/28/99

4/25/99
 Centerville in the Township, Section 20, Tenthon, Indiana
 plot map - superimposed on a aerial photograph
 Block #

Township 2N, Range 10E
 (assessors records for current owners)

Ownership of parcels obtained from St. Clair
 County, Kentucky in Belleville, IL
 info acquired from Dept of Property & Planning
 Div of Assessors, & Recorder of Deeds
 → called 4/28/99 & left message
 Fax #
 703-846-6939
 Fax
 Jocelyn Watkins

for letter
 submitted

CC Jocelyn
 & location next week
 CC:
 Fax from Craig
 type of sampling
 what is going to happen at the site

Office of Regal Counsel
 Mobil Distribution Resources Corp
 3225 Gallows Rd
 Fairfax, VA 22037-0001

Mobil (cont.)

One Mercantile Center
St. Louis, Missouri 63101-1693
314-552-6000
FAX 314-552-7000
www.thompsoncoburn.com

Facsimile

FOR IMMEDIATE DELIVERY

| To | Firm Name | Phone | Fax |
|----------------|-----------------|--------------|--------------|
| Jocelyn Adkins | Mobil Oil Corp. | 703-846-6912 | 703-846-6939 |
| | | | |
| | | | |
| | | | |
| | | | |

From: COLLEEN MICHUDA

Date: 04/28/1999

Message: JOCELYN: ATTACHED ARE THREE MAPS IDENTIFYING THE PARCEL OF PROPERTY IN CAHOKIA, ILLINOIS, THAT SOLUTIA BELIEVES MOBIL OWNS. AS I MENTIONED TO YOU ON THE TELEPHONE THIS MORNING, THIS STRIP IS APPROXIMATELY THIRTY (30) FEET WIDE, AND STRETCHES FROM LOWER CAHOKIA RD. (FALLING SPRINGS RD.) TO DEAD CREEK. ON THE FIRST TWO MAPS, I DESIGNATED THE AREA WITH CROSS-HATCHING. IF YOU HAVE ANY QUESTIONS REGARDING THESE MAPS, PLEASE CALL. ALSO, I RECEIVED CRAIG ZIMMERMAN'S FAX, AND I WILL BEGIN COMPILING ADDITIONAL INFORMATION FOR YOU REGARDING SOLUTIA'S ACTIVITIES UNDER THE CONSENT ORDER. SINCERELY, COLLEEN MICHUDA

Atty/Client/Matter No.: 2088/37669/02613

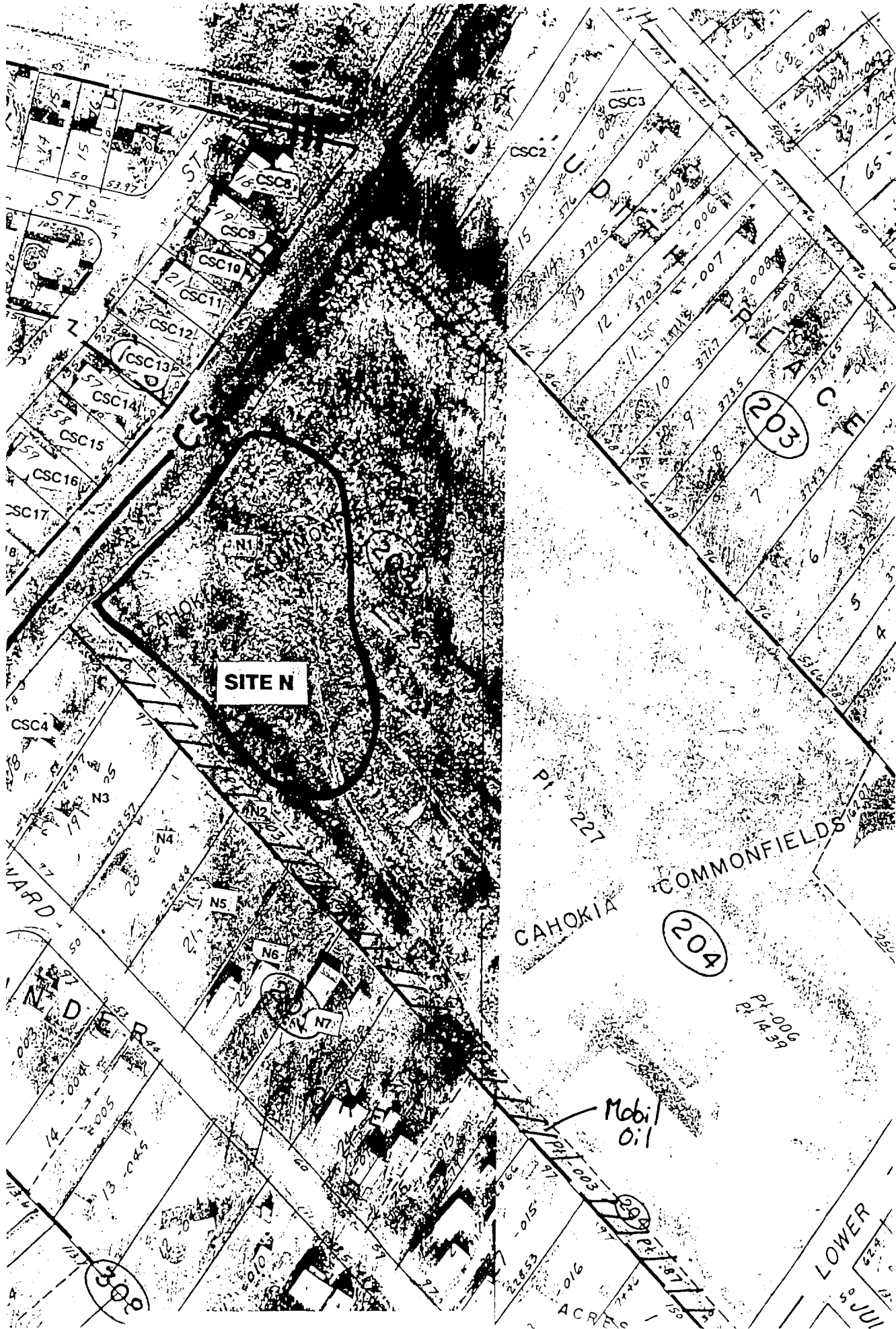
Total Number of Pages, including this page: 4

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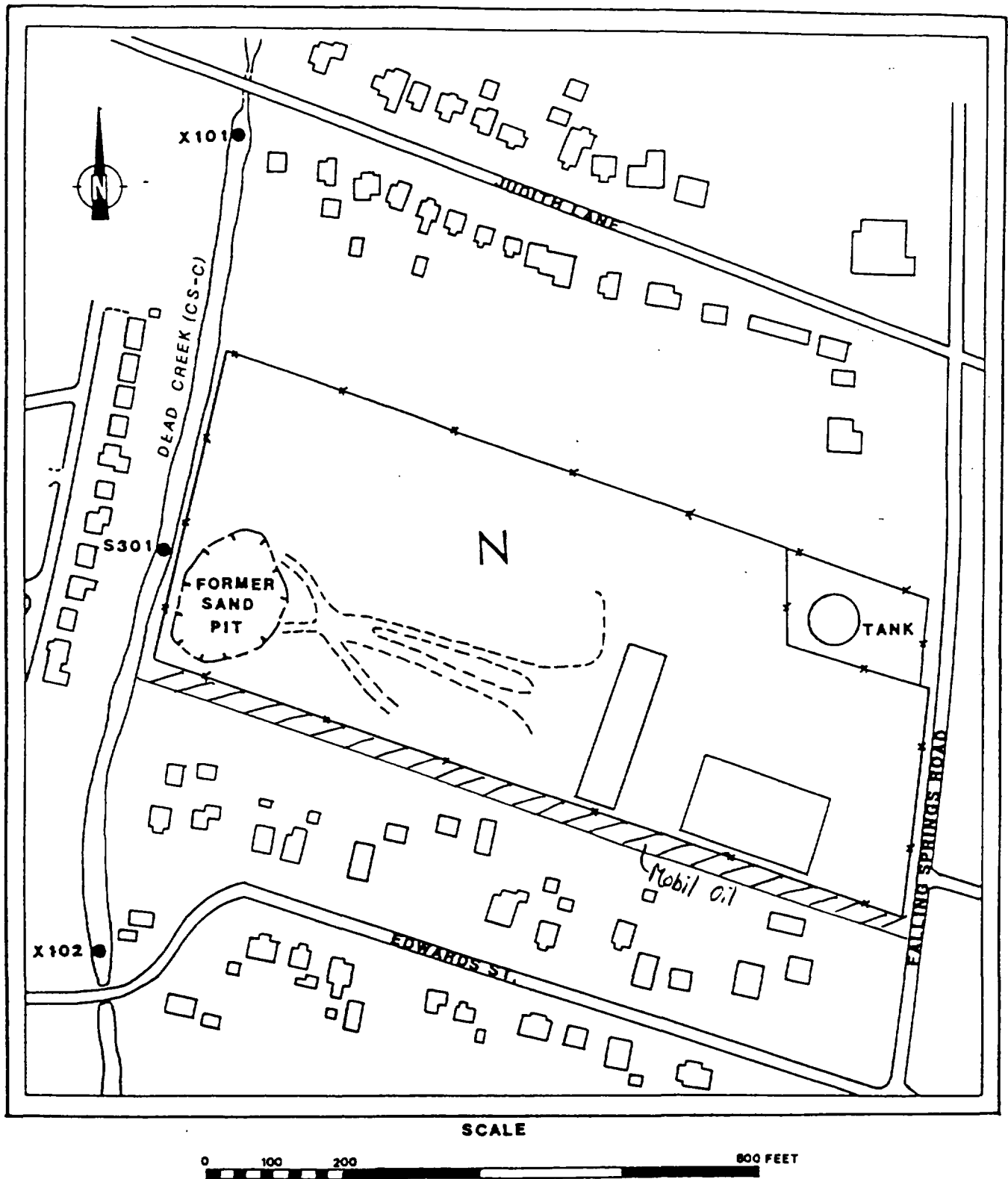
Thank you,

Fax Department - Operator: KnTime of Transmittal: 1214 A.M. (P.M.)**Confidentiality Note**

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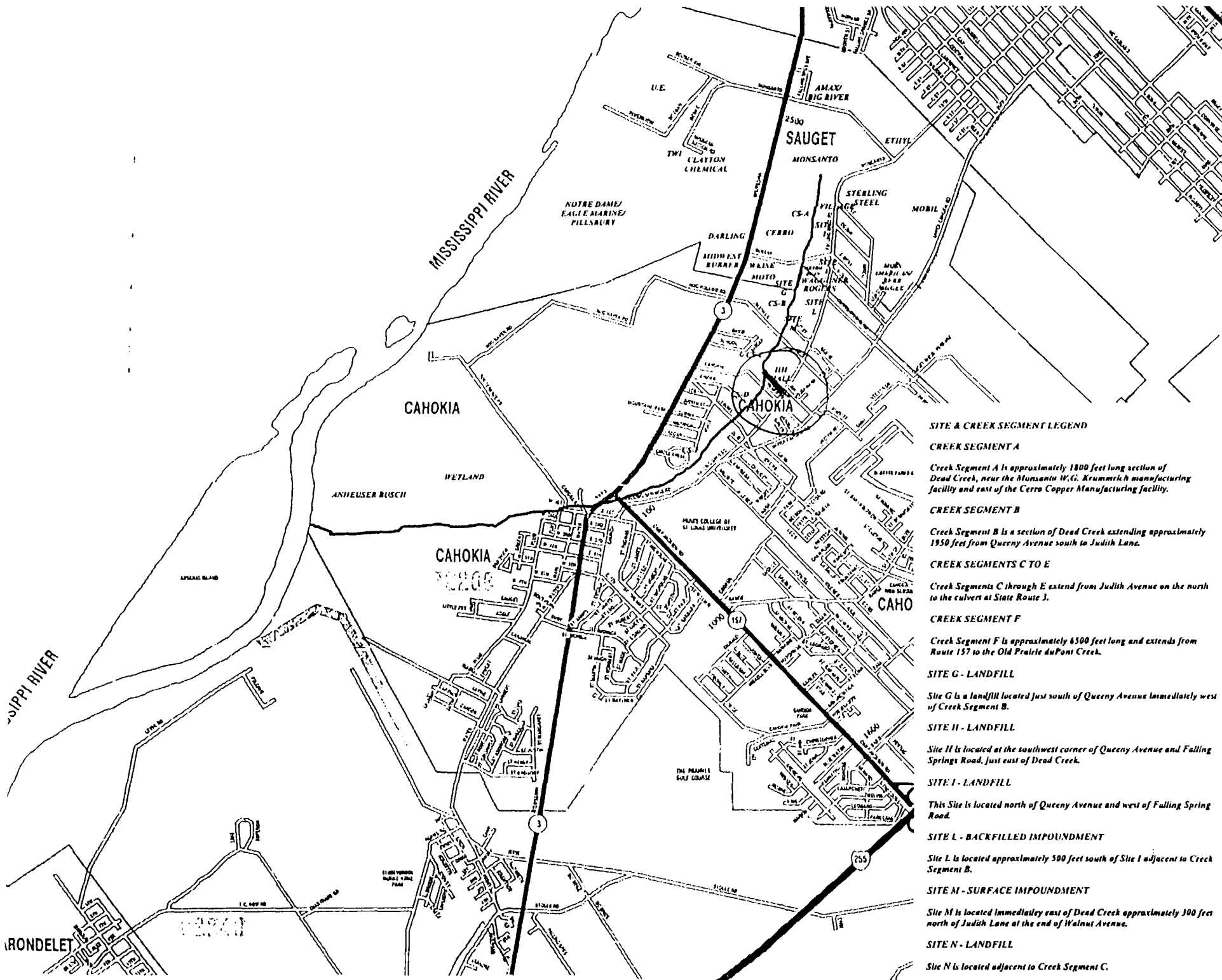
88 EOE B-20-1



LEGEND

- X101 IEPA SEDIMENT SAMPLING LOCATION
- S301 IEPA SURFACE WATER SAMPLING LOCATION

FIGURE N-1
DEAD CREEK SITE AREA N WITH SAMPLING LOCATIONS IN CREEK SECTOR C



SITE & CREEK SEGMENT LEGEND

CREEK SEGMENT A

Creek Segment A is approximately 1800 feet long section of Dead Creek, near the Monsanto W.G. Krummelt manufacturing facility and east of the Cerro Copper Manufacturing facility.

CREEK SEGMENT B

Creek Segment B is a section of Dead Creek extending approximately 1950 feet from Queeny Avenue south to Judith Lane.

CREEK SEGMENTS C TO E

Creek Segments C through E extend from Judith Avenue on the north to the culvert at State Route 3.

CREEK SEGMENT F

Creek Segment F is approximately 6500 feet long and extends from Route 157 to the Old Prairie du Pont Creek.

SITE G - LANDFILL

Site G is a landfill located just south of Queeny Avenue immediately west of Creek Segment B.

SITE H - LANDFILL

Site H is located at the southwest corner of Queeny Avenue and Falling Springs Road, just east of Dead Creek.

SITE I - LANDFILL

This Site is located north of Queeny Avenue and west of Falling Spring Road.

SITE L - BACKFILLED IMPOUNDMENT

Site L is located approximately 500 feet south of Site I adjacent to Creek Segment B.

SITE M - SURFACE IMPOUNDMENT

Site M is located immediately east of Dead Creek approximately 300 feet north of Judith Lane at the end of Walnut Avenue.

SITE N - LANDFILL

Site N is located adjacent to Creek Segment C.

MCDERMOTT, WILL & EMERY
227 West Monroe Street
Chicago, Illinois 60606-5096
(312) 372-2000

APR 28 04:10:18

Main Facsimile No. (312) 984-7700
Facsimile Assistance
Outgoing Faxes: (312) 984-2147
Incoming Faxes: (312) 984-2134

FACSIMILE

Date: April 28, 1999 Time Sent: _____

TO:

| Name | Company | Facsimile No. | Contact No. |
|--------------------|-----------------|---------------|-------------|
| Colleen E. Michuda | Thompson Coburn | 314/552-7000 | |

FROM: Craig H. Zimmerman Direct Phone: 312/984-6495
E-Mail: czimmerman@mwe.com Direct Fax: _____
Client/Matter/Tkpr: 37771-051-1085 Originals Follow by Mail: No
Number of Pages, Including Cover: 3

MESSAGE:

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IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL
_____ AT _____ **AS SOON AS POSSIBLE.**

A Partnership Including
Professional Corporations
227 West Monroe Street
Chicago, IL 60606-3096
312-372-2000
Facsimile 312-984-2098

Boston
Chicago
Los Angeles
Miami
Newport Beach
New York
St. Petersburg (Russia)
Vilnius (Lithuania)
Washington, D.C.

Associated
(Independent) Offices:
Barcelona London
Brussels Madrid
Lisbon Paris

Craig H. Zimmerman
Attorney at Law
312-984-6495

MCDERMOTT, WILL & EMERY

April 28, 1999

Via Telecopy & U.S. Mail

Colleen E. Michuda
Thompson Coburn
One Mercantile Center
St. Louis, MO 63101-1693
Telecopy: 314/552-7000

Re: Response to April 19, 1999 Letter Concerning Access to Property on
Falling Springs Road, Cahokia, Illinois; Parcel No. 01-35.0-204-003

Dear Ms. Michuda:

I am in receipt of and am responding to your letter of April 19, 1999, received by this office on or about April 23, 1999. In your letter, you request that Mobil grant your clients, Monsanto and Solutia, access to property you believe is owned by Mobil for the purpose of conducting unspecified environmental sampling. You further request that Mobil respond to your clients' request within seven days of receipt, *i.e.*, by April 30. In response to your letter, I checked with my client – as far as I can tell at this juncture, your letter is the first notice Mobil has had that your clients want and/or need access to this property. Your letter fails to indicate whether you or your clients have already discussed this issue with Mobil personnel.

To say the least, a request that Mobil enter an access agreement for environmental testing on seven days' notice, without any sort of forewarning and unaccompanied by any information concerning the nature and purpose of the proposed investigation, is unorthodox and not reasonable. Based on your letter, your clients have been on notice for at least three months (and presumably longer) that such access would be required. Yet, your clients chose to wait until the eleventh hour to make the request. And in making the request, you have not provided nor offered to provide any details concerning what sampling will be done, what analysis will be run on the samples, or any information concerning the purpose, objectives, and requirements of the January 21, 1999 Administrative Order on Consent.

Because we have not been provided with the barest minimum of detail concerning this work, Mobil is not – and will not be by April 30 – in a position to agree to provide your clients with access to the Falling Springs Road property, assuming it is Mobil's to

Colleen E. Michuda
Thompson Coburn
April 28, 1999
Page 2

grant. Obviously, until an access agreement is reached and assuming this parcel is owned by Mobil, we expect that your clients will not go onto the property.

Mobil is prepared to discuss an access agreement with you and will be happy to do so in a reasonable manner. To facilitate those discussions, please provide the following information:

- the basis for your belief that Mobil owns the property in question (we are in the process of checking whether Mobil does, in fact, own the parcel referenced. However, as you presumably already possess this information, you may be in a better position to quickly confirm this ownership for us);
- the details concerning the provisions of the special notice letter, as well as of the Administrative Order on Consent (*i.e.*, provide us with copies of the same with attachments, as well as with any existing environmental reports that prompted USEPA's or your clients' actions with respect to this subject);
- the details concerning the work to be done, including any scopes of work for the investigation to be conducted for the project overall and for Mobil's property specifically; and,
- the identity of the contractors your clients have engaged to do the work.

Once we have received the foregoing and had an opportunity to evaluate it, Mobil will be in a position to discuss granting your clients access and the specific terms upon which access will be allowed.

Please be advised that I will be out of the office and unavailable beginning April 29 to May 7. If you can get the information identified above to my office by the end of this week or early next, my office will take those steps necessary to distribute it to those within Mobil who will need to review it. In that manner, I would anticipate that we would be able to discuss your request with you by early the week of May 10. I recognize, based on the schedule set forth in your letter, that this response may cause you to adjust the present workplan. Unfortunately, given the last-minute nature of the request and the absence of accompanying information, this result should not be a surprise. I look forward to receiving the information in short order and to resolving your clients' request with you in the near future.

Kind regards,



Craig H. Zimmerman

cc: Peter John Sacripanti

THOMPSON COBURN

*Copy for
Cem's
file*

Thompson Coburn LLP
Attorneys at Law

One Mercantile Center
St. Louis, Missouri 63101-1693
314-552-6000
FAX 314-552-7000
www.thompsoncoburn.com

May 4, 1999

Colleen E. Michuda

314-552-6563
FAX 314-552-7563
EMAIL cmichuda@thompsoncoburn.com

Mr. Craig H. Zimmerman
McDermott, Will & Emery
227 West Monroe St.
Chicago, IL 60606-5096

Re: Supplemental information concerning access to Mobil Oil property on Falling Springs Rd. in Cahokia, Illinois; Parcel No. 01-35.0-204-003

Dear Mr. Zimmerman:

I am in receipt of your response to Solutia Inc.'s ("Solutia") April 19, 1999 letter requesting access to property that we believe Mobil Oil Corporation ("Mobil") owns in Cahokia, Illinois. As you know, I have already spoken with Ms. Jocelyn Adkins of Mobil's Office of Legal Counsel regarding the particular parcel of property in Cahokia for which Solutia is requesting access. As I mentioned to Ms. Adkins, the property consists of a thirty-foot wide strip of land running from Lower Cahokia Rd. (Falling Springs) to Dead Creek. For your information, I have attached copies of maps previously faxed to Ms. Adkins, that identify the particular parcel of property for which Solutia is requesting access. According to EPA records, current as of September 24, 1997, this property is owned by Mobil Oil.

In order to facilitate your understanding of the activities being conducted at the Sauget, Illinois, Area 1 Site, I am providing you with copies of both EPA's September 9, 1998 "Special Notice of Liability" letter, as well as the Administrative Order by Consent entered into between EPA and Solutia, dated January 21, 1999. Note that your client, Mobil Oil, as a potentially responsible party, received a copy of EPA's September 9th letter, but chose not to enter into an agreement with EPA. As you know, of the twenty-six companies receiving the September 9th Special Notice letter, Solutia was the only company to come forward and reach an agreement with EPA. All efforts to secure access to Mobil Oil's property in Cahokia are required pursuant to the January 21st Administrative Order.

Contrary to the assertion in your letter, Solutia has not known for three months that access to your property would be required. The above-referenced Administrative Order required that Solutia submit a Support Sampling Plan ("SSP") to EPA within thirty days of the effective date of the Order. This sampling plan is not yet finalized, and revisions are ongoing. In late March

May 4, 1999

Page 2

and early April, EPA expanded the scope of the sampling to be done in the area, necessitating the need for Solutia to obtain additional access agreements. As EPA expands the scope of the required sampling, Solutia is using its best efforts to respond to EPA's demands, and to obtain access to properties not previously identified as part of the SSP. Therefore, contrary to your assertions, Solutia has *not* known for three months that it required access to Mobil's property in Cahokia.

As mentioned above, the SSP is not yet finalized, so I am unable to provide you with a copy of such plan. Currently, the plan calls for soil gas sampling, soil and groundwater sampling, and geophysical surveys on Mobil's property. Note, however, that the scope of this sampling is subject to change at EPA's request. O'Brien & Gere are the contractors Solutia has engaged to perform the sampling work.

Please review the enclosed information, and respond to Solutia's request for access as soon as possible. As you know, if access is not provided voluntarily, EPA will be forced to become involved. Thank you for your timely attention to this matter.

Very truly yours,

Thompson Coburn LLP

By 
Colleen E. Michuda

CEM/cem

cc: Ms. Jocelyn Adkins (w/enc.)
Enclosures

0012 00 000 1110000
4th & E 33 FLOOR
0001

29

MCDERMOTT, WILL & EMERY

227 West Monroe Street
Chicago, Illinois 60606-5096
(312) 372-2000

MAY 12 041147

Main Facsimile No. (312) 984-7700

Facsimile Assistance

Outgoing Faxes: (312) 984-2147

Incoming Faxes: (312) 984-2134

FACSIMILE

Date: May 12, 1999 **Time Sent:** _____

TO:

| Name | Company | Facsimile No. | Contact No. |
|--------------------|-----------------|---------------|-------------|
| Colleen E. Michuda | Thompson Coburn | 314/552-7000 | |

FROM: Craig H. Zimmerman **Direct Phone:** 312/984-6495

E-Mail: czimmerman@mwe.com **Direct Fax:** _____

Client/Matter/Tkpr: 37771-076-1085 **Originals Follow by Mail:** No

Number of Pages, Including Cover: 2

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Washington, D.C.

Craig H. Zimmerman
Attorney at Law
312-984-6495

Associated
(Independent) Offices:
Barcelona London
Brussels Madrid
Lisbon Paris

MCDERMOTT, WILL & EMERY

May 12, 1999

Via Telecopy

Colleen E. Michuda, Esq.
Thompson Coburn LLP
Attorneys at Law
One Mercantile Center
St. Louis, MO 63101-1693

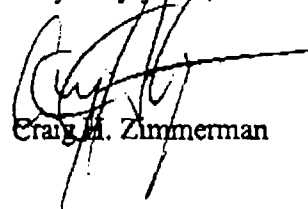
Re: Your Letter of May 4, 1999

Dear Ms. Michuda:

Thank you very much for your letter of May 4, together with the supplemental information enclosed. I have forwarded this information on to my client and am in the process of reviewing it myself. I appreciate that USEPA may from time to time change or expand the scope of work required and that, frequently, such changes are not foreseeable (as I take it was the case in this instance). Mobil is in the process of verifying that the parcel to which Solutia needs access is, in fact, property owned by Mobil. Assuming that the parcel is Mobil property, Mobil will be happy to consider entering into an appropriate access agreement. The information you provided appears to contain much, but not all, of what Mobil would need to know in advance of entering into such an agreement. Clearly, before we could finalize any such access agreement, we will need to review the final support sampling plan. Consequently, please forward the final plan as soon as it is available. Once we have received and had an opportunity to evaluate the plan, we can quickly move to negotiations on an access agreement.

Please contact me if you have any questions. Otherwise, I look forward to receiving the plan when it is available.

Very truly yours,



Craig H. Zimmerman

CHZ:lo
cc: Jocelyn Atkins

U3771\07650CORCHZ.007

One Mercantile Center

St. Louis, Missouri 63101-1693

314-552-6000

FAX 314-552-7000

www.thompsoncoburn.com

Facsimile

FOR IMMEDIATE DELIVERY

| To | Firm Name | Phone | Fax |
|--------------------|-------------------------|--------------|--------------|
| Craig H. Zimmerman | McDermott, Will & Emery | 312-372-2000 | 312-984-2098 |
| | | | |
| | | | |
| | | | |
| | | | |

From: COLLEEN E. MICHUDA

Date: 5/17/99

Message:

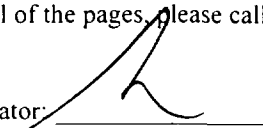

PLRASE SEE ATTACHED LETTER.

Atty/Client/Matter No.: 2088/37669/2613

Total Number of Pages, including this page: 2

If you do not receive all of the pages, please call 314-552-6000 as soon as possible.

Thank you.

Fax Department - Operator: Time of Transmittal: 9:16 A.M./P.M. **Confidentiality Note**

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THOMPSON COBURN

*Thompson Coburn LLP
Attorneys at Law*

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314-552-6000
FAX 314-552-7000
www.thompsoncoburn.com

May 17, 1999

Colleen E. Michuda

314-552-6563
FAX 314-552-7563
EMAIL cmichuda@thompsoncoburn.com

VIA FACSIMILE

Mr. Craig H. Zimmerman
McDermott, Will & Emery
227 West Monroe St.
Chicago, IL 60606-5096

Re: Solutia Request for Access to Mobil Oil property in Cahokia, IL

Dear Mr. Zimmerman:

I am in receipt of your May 12, 1999 letter requesting a copy of the final support sampling plan that would require Solutia Inc. ("Solutia") to conduct sampling activities on Mobil Oil property in Cahokia, IL. I appreciate your request to review this sampling plan, and I would be happy to provide you with a copy of such plan (at cost) once it is available. However, because revisions to the plan are ongoing, Solutia must secure access before such time.

Although the plan is not finalized, the current plan calls for soil gas sampling, soil and groundwater sampling, and geophysical surveys on Mobil's property. I hope that you will consider reaching an agreement with Solutia regarding access. Solutia's deadline with EPA is quickly approaching, and if we are unable to reach an agreement in the next few days, Solutia will be forced to turn the issue over to EPA.

Thank you again for your timely consideration to this matter.

Very truly yours,

Thompson Coburn LLP

By 
Colleen E. Michuda

**Rogers Cartage
Correspondence**

FAX TRANSMISSION

JAMES R. LATTA
140 S. DEARBORN ST., SUITE 1610
CHICAGO, ILLINOIS 60603-5202
312.443.1626
FAX: 312.443.1665

To: Ms. Colleen E. Michuda
Fax #: 314.552.7563
From: James R. Latta
Subject: Sauget Request For Access

Date: April 23, 1999
Pages: 2 (including this cover sheet)

COMMENTS:

The documents attached to this facsimile transmittal sheet contain information from a law office which is confidential and/or privileged. This information is intended for the use of only the addressee named on this transmittal sheet. If you are not the intended addressee, note that any disclosure, photocopying, distribution or use of the content of this facsimile transmission is prohibited. If you have received this transmission in error, please notify the sender by telephone (collect) immediately at the number above so that arrangements for the retrieval of this material can be made at no cost to you.

IF THERE IS A PROBLEM WITH THIS TRANSMISSION, PLEASE NOTIFY JAMES LATTA
AT 312.443.1626 IMMEDIATELY. THANK YOU.

James R. Latta
Attorney At Law
140 S. Dearborn Street
Suite 1610
Chicago, Illinois 60603-5202
312.443.1626

Telecopier
312.443.1665

April 23, 1999

By Facsimile Transmission

Ms. Colleen E. Michuda
Thompson Coburn
One Mercantile Center
St. Louis, Missouri 63101-1693

Re: Request for access to property a Sauget, Illinois

Dear Ms. Michuda:

I received your letter today concerning a request for access to Rogers Cartage Company's terminal property at Sauget, Illinois and am confused by it. On March 8, 1999 Ron Hobbs of your firm responded to my letter of March 3, 1999. In his letter Mr. Hobbs indicated that the original request for access to property was in error and that the access agreement sent in February was sent in error.

If the consent decree that Solutia says it has entered into requires only access to property in Area I as Mr. Hobbs seemed to indicate, then there is no reason for Rogers Cartage Company to be again involved in this matter.

I would appreciate it if you would give me a call at your earliest convenience so that we can clarify this matter. Until I know what basis is used for your request, I cannot advise my clients as to the proper response to your request. I look forward to hearing from you.

Very truly yours,



James R. Latta

THOMPSON COBURN

Thompson Coburn LLP

Memorandum

To: Rogers Cartage File

From: Colleen Michuda

Date: April 23, 1999

Re: Voice Mail Received 4/23/99 from James Latta
Solutia Access Agreements & Letters

Hi, Ms. Michuda, my name is James L-A-T-T-A. I apologize for the quality of my voice, but I am struggling through a bout of laryngitis. I received from Thompson Coburn over your signature today a letter concerning the Sauget SuperFund site. I have several questions on it because, frankly, the letter does not recite the history as it actually happened as borne out by your own letters – not yours, personally, but Thompson Coburn’s own letters. So, I’m really confused about what it is you’re looking for, what it is you need, and I would appreciate it if you would give me a call because, at this point in time, I can’t even respond to my client, Rogers Cartage Co., very effectively. So, if you would please give me a call so we could talk this over, I would appreciate it. I have copies of the Access Agreement, but this is not the property we were talking about in the last letter, and, at the very least, I’m going to need a copy of the Consent Decree so I can see what it is you have obligated yourselves to do on somebody else’s property.

Please give me a call. I’m in Chicago – 312-443-1626. Thank you very much.,

James Latta 4/27/99

EPA can come in

called & wants copy of

→ Consent Decree



EPA wants to come in they will come

in.

he doesn't see how they have to let Solatia
own the property if Solatia is in control.
- doesn't sound amenable to the idea.

→ Copy of consent decree mailed 4/27/99

THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law -

One Mercantile Center
St. Louis, Missouri 63101-1693
314-552-6000
FAX 314-552-7000
www.thompsoncoburn.com

April 27, 1999

Colleen E. Michuda

314-552-6563
FAX 314-552-7563
EMAIL cmichuda@thompsoncoburn.com

Mr. James R. Latta
140 S. Dearborn Street, Suite 1610
Chicago, IL 60603-5202

Re: Rogers Cartage property at Falling Springs Rd. & Nickell St., Sauget, IL
Parcel No. 409-001

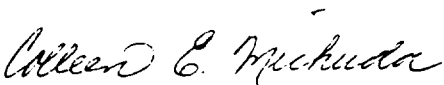
Dear Mr. Latta:

Per your request, enclosed is a copy of the Administrative Order by Consent, dated January 21, 1999, between U.S. EPA and Solutia, Inc. This Order sets forth Solutia's obligations to conduct sampling, and to obtain access to properties in and around Area 1 in Sauget/Cahokia, Illinois.

If you need any additional information, please let me know. I look forward to hearing from you in the near future. Thanks again for your timely attention to this matter.

Very truly yours,

Thompson Coburn LLP

By 
Colleen E. Michuda

CEM/cem

Enclosure

THOMPSON COBURN

Thompson Coburn LLP

Memorandum

To: Rogers Cartage File

From: CEM

Date: May 3, 1999

Re: Voice Mail Received 5/3/99 from James Latta
Solutia Access Agreements and Letters

Ms. Michuda, this is Jim Latta calling from Chicago on the Sauget – Rogers Cartage/Sauget matter. I got this morning the Remedial Action Plan. I have one more favor to ask of you. I've reviewed that. Could you please send me a copy of the IFS Support Sampling Plan that you guys pulled up so we can see just how far and how much of the property you are looking at going at. I'd appreciate it if you could get that up to me. If not too long, you can fax it to me at 312-443-1665. Otherwise, if you'd drop it in the mail, I'd appreciate it. Thank you very much. If you have any questions, I'm at 312-443-1626. Thank you very much. Bye-bye.

5/3/99 ~~11/22/99~~

Rogers Cartage

Jim Fatta

Shugart matter → one more favor

(one more favor

RITS SSP

RITS SSP →

(we need for
X Agency
military)

312-443-1626

312-443-1665

or fax it

he wants a copy
of this photo

Returned his call 5/3/99

I told him that the SSP has not been furnished
as I could not provide that to him, but I told
him that I was working on gathering some
additional information on the dumping to
be done on his property.

Note that I did email B. Gue to request
this information

Michuda, Colleen E.

From: Michuda, Colleen E.
Sent: Monday, May 03, 1999 2:30 PM
To: ZZSolutia - Yare, Bruce
Subject: Rogers Cartage property

Bruce: Thanks for the info you gave me last week regarding testing on the various properties. I have another for you: Rogers Cartage. This is new property we identified in our April 16, 1999 meeting. It is located on Falling Springs and Nickell, across from Site H. Note that this piece of property is NOT in Area 1. It is Parcel No. 409-001. Can you give me any info on what kinds of sampling will be done there? Thank you. -- Colleen

Michuda, Colleen E.

From: BSYARE@solutia.com
Sent: Tuesday, May 04, 1999 4:01 PM
To: CMICHUDA@ThompsonCoburn.com
Subject: Re: Rogers Cartage property

Colleen - We have to collect background groundwater samples (shallow, intermediate and deep) in the northwest corner of this location.

Bruce

Reply Separator

Subject: Rogers Cartage property
Author: CMICHUDA@ThompsonCoburn.com at internet-solutia
Date: 5/3/99 3:21 PM

Bruce: Thanks for the info you gave me last week regarding testing on the various properties. I have another for you: Rogers Cartage. This is new property we identified in our April 16, 1999 meeting. It is located on Falling Springs and Nickell, across from Site H. Note that this piece of property is NOT in Area 1. It is Parcel No. 409-001. Can you give me any info on what kinds of sampling will be done there? Thank you. -- Colleen

5/5/99 Call to

Jim Zatta - Rogers Cottage

Pictures of site

has been in this position

dropping wells → need to be maintained

What is the antenna used to sample on this property

Does it see anything to say solution defines the scope
find of sampling

Scope of work

→ prove it is not a fishing expedition

→ Scope of work on property

One Mercantile Center
St. Louis, Missouri 63101-1693
314-552-6000
FAX 314-552-7000
www.thompsoncoburn.com

Facsimile

FOR IMMEDIATE DELIVERY

| To | Firm Name | Phone | Fax |
|--------------------|-----------|--------------|--------------|
| Mr. James R. Latta | | 312-443-1626 | 312-443-1665 |
| | | | |
| | | | |
| | | | |
| | | | |

From: COLLEEN MICHUDA

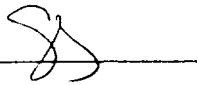
Date: 05/10/1999

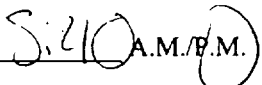
Message: PLEASE SEE ATTACHED LETTER.

Atty/Client/Matter No.: 2088/37669/02613

Total Number of Pages, including this page: 2

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Thank you,
Fax Department - Operator: 

Time of Transmittal:  5:40 A.M./P.M.

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THOMPSON COBURN

*Thompson Coburn LLP
Attorneys at Law*

One Mercantile Center
St. Louis, Missouri 63101-1693
314-552-6000
FAX 314-552-7000
www.thompsoncoburn.com

May 10, 1999

Colleen E. Michuda

314-552-6563
FAX 314-552-7563
EMAIL cmichuda@thompsoncoburn.com

VIA FACSIMILE AND REGULAR MAIL

Mr. James R. Latta
140 S. Dearborn St., Ste. 1610
Chicago, Illinois 60603-5202

Re: Request for access to Rogers Cartage property in Sauget, IL

Dear Mr. Latta:

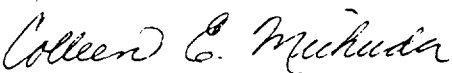
In our telephone conversation last week, you requested additional information to verify that Solutia is indeed required to conduct sampling on Rogers Cartage property at Little Ave. and Fallings Springs Rd. in Sauget. As I mentioned to you on the telephone, Solutia's negotiations with EPA are ongoing, and the sampling plan has not yet been finalized. Solutia does have a verbal request from EPA to sample this property. In particular, EPA is requesting that Solutia sample Ecology & Environment Well 4 (EE-04).

The formal EPA requirement will appear in the final version of the sampling plan. Although we would be happy to provide you with a copy of this plan (at cost) once it is available, Solutia must secure access before such time.

If the above information does not satisfy your request, please contact Mr. Thomas Martin of U.S. EPA, Region 5, at 312-886-4273.

Very truly yours,

Thompson Coburn LLP

By 
Colleen E. Michuda

CEM/nms

Anheuser-Busch Correspondence

DATE TIME TO/FROM MODE MIN/SEC PGS JOB# STATUS
19 03/25 10:28 99H07000#13145770776# EC--S 00'51" 004 023 OK

THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law

One Mercantile Center
St. Louis, Missouri 63101-1693
314-552-6000
FAX 314-552-7000
www.thompsoncoburn.com

Facsimile

FOR IMMEDIATE DELIVERY

| To | Firm Name | Phone | Fax |
|------------------|----------------|-------|----------|
| Gene Ann Roelofs | Anheuser-Busch | | 577-0776 |
| | | | |
| | | | |
| | | | |
| | | | |

From: LINDA TAPE

Date: 03/25/1999

Message:

Attached are revisions to the Access Agreement you sent to me. Once you have reviewed the changes, I suggest that we talk on the phone. You can reach me at 552-6111.

Atty/Client/Matter No.: 1307/03999/07000

Total Number of Pages, including this page: 4

If you do not receive all of the pages, please call (314)552-6111 as soon as possible.

Thank you,

Fax Department - Operator: W.A.Time of Transmittal: 10:17 A.M./P.M.**Confidentiality Note**

The information contained in this facsimile transmission is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this transmission is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this transmission is strictly prohibited. If you have received this transmission in error, please immediately notify us by collect telephone call and return the original transmission to us at the above address by U.S. mail. Thank you.

ACCESS AGREEMENT

This Agreement is made as of the _____ day of _____, 1999 between Anheuser-Busch, Incorporated ("Anheuser-Busch") a land owner in St. Clair County, Illinois, and Solutia, Inc. ("Solutia"), whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed below to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, Anheuser-Busch is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Anheuser-Busch grants to Solutia a revocable license to enter upon real property owned by Anheuser-Busch located at Red House Road, Cahokia, IL 62206 (parcel no. 06-03.0-100-001); 2nd Street, Cahokia, IL 62206 (parcel no. 06-03.0-102-002); West 3rd Street, Cahokia, IL 62206 (parcel nos. 06-03.0-102-003 & -004); 1st Street, Cahokia, Illinois 62206 (parcel no. 06-03.0-103-001); 1st Street, Cahokia, IL 62206 (parcel nos. 06-03.0-104-001 & -002); and 2nd Street, Cahokia, IL 62206 (parcel Nos. 06-03.0-104-003 & -004) (hereinafter collectively the "Property") for the purpose of sampling both soil, ~~surface water~~, and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment and waste materials generated shall be removed from the Property, and ^{to the condition in which Solutia found it. use all reasonable means to provide that} said Property will be restored ~~to its original state and condition~~. Solutia shall ~~cause~~ the activities set forth herein ~~to be performed~~ in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. As to the work to be done, or services to be performed ^{the} by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of ~~or~~ any injury or damage to Property, sustained in connection with or to have arisen out of the actual performance of the work hereunder, ~~or (ii) breach of the terms and conditions of this Agreement by Solutia or any of its employees, contractors, agents, consultants, designers or representatives.~~ Solutia shall indemnify, defend and save harmless the land owner of the above-described Property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorneys' fees and experts' fees ~~at trial and all stages of appeal, whether or not suit is brought, and in any bankruptcy, insolvency or similar proceeding~~) directly or indirectly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the Property except to the extent that such condition is altered through the conduct or action of

Solutia and/or its contractor while working on the above-described Property and thereby results in damage to the Property that would not have otherwise occurred.

5. ~~Solutia shall be solely responsible for locating or identifying any utility lines or other hazardous or potentially hazardous conditions on the Property.~~ Anheuser-Busch shall provide information it has regarding utility lines, provided that such provision of information shall be informational only, without any representation or warranty whatsoever as to the correctness of the information provided.

or other hazardous or potentially hazardous conditions on the Property.

6. *and* (a) As a condition of the rights of access granted hereby and as specific consideration therefor, upon Anheuser-Busch's request Solutia shall promptly provide to Anheuser-Busch at Solutia's expense copies of all ~~field notes, written reports (preliminary and final), lab reports, lab data and all other written and electronic information resulting from testing and sampling by Solutia and its contractors and agents at the Property.~~ In addition, as a condition to and prior to the first entry of Solutia onto the Property pursuant to this Agreement, Solutia shall deliver to Anheuser-Busch at the address set forth in Section 7 a written schedule of Solutia's anticipated on-site investigative activities, which schedule shall include the following information:

- that represent the relating to the sampling on the Property*
- (i) Name of the firm, company, corporation or other entity conducting testing and other activities on site;
 - (ii) Name of individuals associated with such firm, company, corporation or other entity who will conduct such activities;
 - (iii) Anticipated beginning and ending date for activities on the Property; and
 - (iv) Anticipated schedule for activities by type of activity (e.g., date of site walk through, each date scheduled for soil testing, etc.);

(b) Solutia shall give at least twenty-four (24) hours prior written notice to Anheuser-Busch at the address set forth in Section 7 of each specific entry onto the Property. Anheuser-Busch personnel or consultants of Anheuser-Busch's choice shall have the right to be present to observe all activities conducted by Solutia. ~~Upon Anheuser-Busch's request, Solutia shall deliver split samples to Anheuser-Busch;~~

(c) Solutia shall take all actions and implement all protections necessary to ensure that actions taken pose no threat to the safety or health of persons or the environment, and cause no damage to the Property or of any other person; and

(d) In the event Solutia elects to conduct some or all of its investigative activities with or through an environmental consultant, ~~the permission granted to Solutia contained herein shall not be effective until Solutia shall have delivered to Anheuser-Busch, and Anheuser-Busch shall have approved in writing, both Solutia's designated consultant and Solutia's written contract with its consultant, which contract shall contain consultant's consent to be bound by the provisions set forth in subsections (a) through (c) of this Section 6, and which contract shall further state that Anheuser-Busch is a third party beneficiary of the contract with respect to such provisions.~~

7. Notice. The schedule of activities referred to in Section 6(a) and notices of entry referred to in Section 6(b) shall be deemed given (i) when sent by telecopy as indicated below with transmission confirmed, (ii) five (5) days after deposit in U. S. Mail, return receipt requested,

postage prepaid, or (iii) one (1) day after deposit with an overnight courier with prepayment arranged, marked for next day delivery, addressed to:

Corporate Environmental Affairs Department
 Anheuser-Busch Companies, Inc.
 3636 South Geyer, 2nd Floor
 St. Louis, MO 63127
 Attention: John Stier or Joe Hoffmeister
 Telecopy: (314) 984-4575

with a copy to:

Gene A. Roelofs, Esq.
 Anheuser-Busch Companies, Inc.
 Legal Department (202-6)
 One Busch Place
 St. Louis, MO 63118
 Telecopy: (314) 577-0776

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: _____

NAME: _____

ADDRESS: _____

PARCEL NUMBER(S): _____

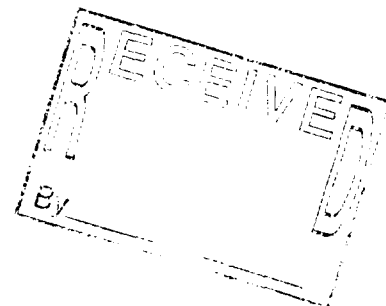
SOLUTIA, INC.

BY: _____

TITLE: _____



ANHEUSER-BUSCH COMPANIES



March 11, 1999

Linda W. Tape, Esq.
Thompson Coburn LLP
One Mercantile Center
St. Louis, MO 63101

Re: Solutia/Access Agreement

Dear Ms. Tape:

Enclosed is a clean and marked version of the proposed Access Agreement for the Sauget property. The marked version indicates the changes we request.

Very truly yours,

Gene Ann Roelofs
Associate General Counsel

Enclosures

cc: J. Stier
J. Hoffman

ACCESS AGREEMENT

This Agreement is made as of the _____ day of _____, 1999 between Anheuser-Busch, Incorporated ("Anheuser-Busch") a land owner in St. Clair County, Illinois, and Solutia, Inc. ("Solutia"), whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed below to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, Anheuser-Busch is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Anheuser-Busch grants to Solutia a revocable license to enter upon real property owned by Anheuser-Busch located at Red House Road, Cahokia, IL 62206 (parcel no. 06-03.0-100-001); 2nd Street, Cahokia, IL 62206 (parcel no. 06-03.0-102-002); West 3rd Street, Cahokia, IL 62206 (parcel nos. 06-03.0-102-003 & -004); 1st Street, Cahokia, Illinois 62206 (parcel no. 06-03.0-103-001); 1st Street, Cahokia, IL 62206 (parcel nos. 06-03.0-104-001 & -002); and 2nd Street, Cahokia, IL 62206 (parcel Nos. 06-03.0-104-003 & -004) (hereinafter collectively the "Property") for the purpose of sampling both soil, surface water, and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment and waste materials generated shall be removed from the Property, and said Property will be restored to its original state and condition. Solutia shall cause the activities set forth herein to be performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of (i) any injury or damage to Property, sustained in connection with or to have arisen out of the actual performance of the work hereunder, or (ii) breach of the terms and conditions of this Agreement by Solutia or any of its employees, contractors, agents, consultants, designers or representatives. Solutia shall indemnify, defend and save harmless the land owner of the above-described Property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorneys' fees and experts' fees at trial and all stages of appeal, whether or not suit is brought, and in any bankruptcy, insolvency or similar proceeding) directly or indirectly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the Property except to the extent that such condition is altered through the conduct or action of

postage prepaid, or (iii) one (1) day after deposit with an overnight courier with prepayment arranged, marked for next day delivery, addressed to:

Corporate Environmental Affairs Department
Anheuser-Busch Companies, Inc.
3636 South Geyer, 2nd Floor
St. Louis, MO 63127
Attention: John Stier or Joe Hoffmeister
Telecopy: (314) 984-4575

with a copy to:

Gene A. Roelofs, Esq.
Anheuser-Busch Companies, Inc.
Legal Department (202-6)
One Busch Place
St. Louis, MO 63118
Telecopy: (314) 577-0776

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: _____

NAME: _____

ADDRESS: _____

PARCEL NUMBER(S): _____

SOLUTIA, INC.

BY: _____

TITLE: _____

ACCESS AGREEMENT

This Agreement is made as of the day of , 1999 between Anheuser ~~{Busch, }~~[-Busch, Incorporated ("Anheuser-Busch")] a land owner in St. Clair County, Illinois, and Solutia, Inc. ["Solutia"], whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

~~{WHEREAS}~~ [WHEREAS], Solutia has requested permission to enter upon the property of the above-listed owner at the address listed below to perform certain tests and take samples of both ~~{soil}~~ [soil] and groundwater; and

WHEREAS, Anheuser~~[-]~~Busch is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Anheuser~~[-]~~Busch grants to Solutia a revocable license to enter upon real property owned by Anheuser~~[-]~~Busch located at Red House Road, Cahokia, IL 62206 (parcel no. 06-03.0-100-001); 2nd Street, Cahokia, IL 62206 (parcel no. 06-03.0-102-002); West 3rd Street, Cahokia, IL 62206 (parcel nos. 06-03.0-102-003 & -004); 1st Street, Cahokia, Illinois 62206 (parcel no. 06-03.0-103-001); 1st Street, Cahokia, IL 62206 (parcel nos. 06-03.0-104-001 & -002); and 2nd Street, Cahokia, IL 62206 (parcel Nos. 06-03.0-104-003 & -004) [(hereinafter collectively the "Property")] for the purpose of sampling both soil~~[, surface water,]~~ and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ~~{("Solutia")}~~["Solutia"] Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ~~{("Government")}~~["Government"] Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment [and waste materials generated] shall be removed from the ~~{property,}~~ [Property,] and said ~~{property}~~ [Property] will be restored ~~{as nearly as possible}~~ to its original state and condition. Solutia ~~{will use all reasonable efforts to provide that}~~ [shall cause] the activities set forth herein ~~{are}~~ [to be] performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of [(i)] any injury or damage to ~~{property}~~ [Property], sustained in connection with or to have arisen out of the actual performance of the work hereunder~~[, or (ii) breach of the terms and conditions of this Agreement by Solutia or any of its employees, contractors, agents, consultants, designers or representatives]~~. Solutia shall indemnify, defend and save harmless the land owner of the above-described ~~{property}~~ [Property] from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including ~~{attorney's fees and experts' fees} directly~~) [attorneys' fees and experts' fees at trial and all stages]

of appeal, whether or not suit is brought, and in any bankruptcy, insolvency or similar proceeding) directly or indirectly] resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the ~~{property}~~ [Property] except to the extent that such condition is altered through the ~~{negligent}~~ conduct or action of Solutia and/or its contractor while working on the above-described ~~{property}~~ [Property] and thereby results in damage to the ~~{property}~~ [Property] that would not have otherwise occurred.

5. ~~{Anheuser-Busch shall advise Solutia of}~~ [Solutia shall be solely responsible for locating or identifying] any utility lines or other hazardous or potentially hazardous conditions ~~{of which Anheuser-Busch has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.}~~ [on the Property. Anheuser-Busch shall provide information it has regarding utility lines, provided that such provision of information shall be informational only, without any representation or warranty whatsoever as to the correctness of the information provided.

6. (a) As a condition of the rights of access granted hereby and as specific consideration therefor, upon Anheuser-Busch's request Solutia shall promptly provide to Anheuser-Busch at Solutia's expense copies of all field notes, written reports (preliminary and final), lab reports, lab data and all other written and electronic information resulting from testing and sampling by Solutia and its contractors and agents at the Property. In addition, as a condition to and prior to the first entry of Solutia onto the Property pursuant to this Agreement, Solutia shall deliver to Anheuser-Busch at the address set forth in Section 7 a written schedule of Solutia's anticipated on-site investigative activities, which schedule shall include the following information:

(i) Name of the firm, company, corporation or other entity conducting testing and other activities on site;

(ii) Name of individuals associated with such firm, company, corporation or other entity who will conduct such activities;

(iii) Anticipated beginning and ending date for activities on the Property;
and

(iv) Anticipated schedule for activities by type of activity (e.g., date of site walk through, each date scheduled for soil testing, etc.);

(b) Solutia shall give at least twenty-four (24) hours prior written notice to Anheuser-Busch at the address set forth in Section 7 of each specific entry onto the Property. Anheuser-Busch personnel or consultants of Anheuser-Busch's choice shall have the right to be present to observe all activities conducted by Solutia. Upon Anheuser-Busch's request, Solutia shall deliver split samples to Anheuser-Busch;

(c) Solutia shall take all actions and implement all protections necessary to ensure that actions taken pose no threat to the safety or health of persons or the environment, and cause no damage to the Property or of any other person; and

(d) In the event Solutia elects to conduct some or all of its investigative activities with or through an environmental consultant, the permission granted to Solutia contained herein shall not be effective until Solutia shall have delivered to Anheuser-Busch, and Anheuser-Busch shall have approved in writing, both Solutia's designated consultant and Solutia's written contract with its consultant, which contract shall contain consultant's consent to be bound by the provisions set

forth in subsections (a) through (c) of this Section 6, and which contract shall further state that Anheuser-Busch is a third party beneficiary of the contract with respect to such provisions.

7. Notice. The schedule of activities referred to in Section 6(a) and notices of entry referred to in Section 6(b) shall be deemed given (i) when sent by telecopy as indicated below with transmission confirmed, (ii) five (5) days after deposit in U. S. Mail, return receipt requested, postage prepaid, or (iii) one (1) day after deposit with an overnight courier with prepayment arranged, marked for next day delivery, addressed to:

Corporate Environmental Affairs Department
Anheuser-Busch Companies, Inc.
3636 South Geyer, 2nd Floor
St. Louis, MO 63127
Attention: John Stier or Joe Hoffmeister
Telecopy: (314) 984-4575

with a copy to:

Gene A. Roelofs, Esq.
Anheuser-Busch Companies, Inc.
Legal Department (202-6)
One Busch Place
St. Louis, MO 63118
Telecopy: (314) 577-0776]

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY:

{ _____]

{NAME:

_____] {NAME: _____]

{ADDRESS:

_____] {ADDRESS: _____]

{ _____]
 }

PARCEL NUMBER(S):

{ _____]

{ _____]
 }

1

SOLUTIONIA, INC.

BY:

{TITLE:

}TITLE:

----- COMPARISON OF HEADERS -----

[
-HEADER 1-
1

-HEADER 2-
3]

----- COMPARISON OF FOOTERS -----

-FOOTER 1-

[110975.02

-FOOTER 2-
110975.02] {110975.04}

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This redlined draft, generated by CompareRite (TM) - The Instant Redliner, shows the differences between -

original document : F:\APPS\DOCSOPEN\DOCS\GAR\AGR\2DMN01!.DOC
 and revised document: F:\APPS\DOCSOPEN\DOCS\GAR\AGR\2DMN02!.DOC

CompareRite found 39 change(s) in the text

CompareRite found 2 change(s) in the notes

Deletions appear as Overstrike text surrounded by {}

Additions appear as Double Underline text surrounded by []

THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law
One Mercantile Center
St. Louis, Missouri 63101-1693
314-552-6000
FAX 314-552-7000

Facsimile

FOR IMMEDIATE DELIVERY

To: Gene Ann Roelofs

Firm Name: Anheuser-Busch

Phone:

Fax: 503999070009, 577-0776

From: Linda Tape

Date: Wednesday, April 14, 1999 11:26:24 AM

Message:

Total Number of Pages, including this page: 02

If you do not receive all of the pages, please call **314-552-6000** as soon as possible.

Thank you,

Fax Department - Operator: _____ Time of Transmittal: _____ A.M./P.M.

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THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law

One Mercantile Center
St. Louis, Missouri 63101-1693
314-552-6000
FAX 314-552-7000

www.thompsoncoburn.com

April 14, 1999

Linda W. Tape
314-552-6111
FAX 314-552-7111
EMAIL ltape@thompsoncoburn.com

VIA FACSIMILE

Ms. Gene Ann Roelofs
Associat General Counsel
Anheuser-Busch
One Busch Place
St. Louis, MO 63118

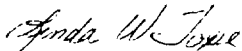
Re: Access for Sauget Area Investigatory Work

Dear Ms. Roelfs:

A couple of weeks ago I sent to you via facsimile revisions to the access agreement you sent to me on March 11th regarding property owned by Anheuser-Busch in Cahokia. We are nearing the end of the time period that EPA will allow Solutia to negotiate these agreements. If we do not have an agreement with your company soon, the EPA will become involved in the access issue. In light of the short time frames we now have, would you please call me at as soon as possible so that we can finalize the language in the access agreement between our two clients?

Very truly yours,

Thompson Coburn LLP



By
Linda W. Tape

LWT/cn

THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law

One Mercantile Center
St. Louis, Missouri 63101-1693
314-552-6000
FAX 314-552-7000
www.thompsoncoburn.com

May 12, 1999

Linda W. Tape
314-552-6111
FAX 314-552-7111
EMAIL ltape@thompsoncoburn.com

VIA FACSIMILE

Ms. Gene Ann Roelofs
Associate General Counsel
Anheuser-Busch
One Busch Place
St. Louis, MO 63118

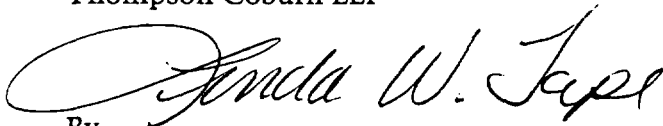
Re: Access for Sauget Area Investigatory Work

Dear Ms. Roelofs:

Enclosed is a revised Access Agreement for property owned by Anheuser-Busch Companies, Inc. in Cahokia, Illinois. I have made the changes we discussed that my client is agreeable to. If Anheuser-Busch is unwilling to sign this agreement, we will turn the access issue over to the U.S. EPA for it to obtain access for Solutia to move forward with work mandated by an Administrative Order on Consent.

Very truly yours,

Thompson Coburn LLP



By

Linda W. Tape

LWT/cn

Enclosure

cc: Mr. Mike Light

ACCESS AGREEMENT

This Agreement is made as of the _____ day of _____, 1999 between Anheuser Busch, Incorporated ("Anheuser Busch"), a land owner in St. Clair County, Illinois, and Solutia Inc. ("Solutia"), whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the Property of the above-listed owner at the address listed below to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, Anheuser Busch is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Anheuser Busch grants to Solutia a revocable license to enter upon real property owned by Anheuser Busch located at Red House Road, Cahokia, IL 62206 (parcel no. 06-03.0-100-001); 2nd Street, Cahokia, IL 62206 (parcel no. 06-03.0-102-002); West 3rd Street, Cahokia, IL 62206 (parcel nos. 06-03.0-102-003 & 004); 1st Street, Cahokia, Illinois 62206 (parcel no. 06-03.0-103-001); 1st Street, Cahokia, IL 62206 (parcel nos. 06-03.0-104-001 & -002); and 2nd Street, Cahokia, IL 62206 (parcel Nos. 06-03.0-104-003 & -004) (hereinafter referred to as "the Property") for the purpose of sampling surface water, sediment, vegetation, benthic organisms and fish.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment and waste material, if generated, shall be removed from the Property, and said property will be restored to the condition in which Solutia found it. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to the Property, sustained in connection

with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the Property, except to the extent that such condition is altered through the negligent conduct or action of Solutia, and/or its contractor while working on the above-described property and thereby results in damage to the Property that would not have otherwise occurred.

5. Anheuser Busch shall provide to Solutia information it currently has in its actual possession, without any representation as to the extent of its records search, regarding any utility lines or other hazardous or potentially hazardous conditions on the Property which might significantly interfere with the performance of the work provided herein.

6. (a) As a condition of the rights of access granted hereby and as specific consideration therefore, upon Anheuser-Busch's request Solutia shall provide to Anheuser-Busch, at Anheuser-Busch's expense, copies of all final written reports and lab reports relating to sampling by Solutia and its contractors and agents at the Property. In addition, as a condition to and prior to the first entry of Solutia onto the Property pursuant to this Agreement, Solutia shall deliver to Anheuser-Busch at the address set forth in Section 7 a written schedule of Solutia's anticipated on-site investigative activities, which schedule shall include the following information:

(i) Name of the firm company, corporation or other entity conducting testing and other activities on site;

(ii) Name of individuals associated with such firm, company, corporation or other entity who will conduct such activities; and

(iii) Anticipated beginning and ending date for activities on the Property.

(b) Solutia shall give at least twenty-four (24) hours prior notice to Anheuser-Busch at the address set forth in Section 7 of each specific entry onto the Property by Solutia Personnel. Anheuser-Busch personnel or consultants of Anheuser-Busch's choice shall have the right to be present to observe all activities conducted by Solutia and to obtain split samples.

7. Notice. The schedule of activities referred to in Section 6(a) and notices of entry referred to in Section 6(b) shall be deemed given (i) when sent by telecopy as indicated below with transmission confirmed, (ii) five (5) days after deposit in U.S. Mail, return receipt requested, postage prepaid, or (iii) one (1) day after deposit with an overnight courier with prepayment arranged, marked for next day delivery, addressed to:

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St. Louis, MO 63127
Attention: John Stier or Joe Hoffmeister
Telecopy: (314) 984-4575

with a copy to:

Gene A. Roelofs, Esq.
Anheuser-Busch Companies, Inc.
Legal Department (202-6)
One Busch Place
St. Louis, MO 63118
Telecopy: (314) 577-0776

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed
the day and year first above written.

BY: _____

NAME: _____

ADDRESS: _____

PARCEL NUMBER(S): _____

SOLUTIA INC.

BY: _____

TITLE: _____